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\*\*\* MULTI TX/RX REPORT \*\*\*  
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TX/RX NO 4110  
PGS. 4  
TX/RX INCOMPLETE -----  
TRANSACTION OK (1) 16309837406  
(2) 18472989383  
ERROR INFORMATION -----

**DI MONTE & LIZAK, LLC**  
ATTORNEYS AT LAW  
216 West Higgins Road  
Park Ridge, Illinois 60068-5736  
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[slappin@dimonteandlizak.com](mailto:slappin@dimonteandlizak.com)

FACSIMILE COVER SHEET

September 26, 2006

Attention: Nancy

CC: Sandra Hannon: 847-298-9383

Company: Nicor Gas

Fax No.: 630-983-7406

Pages: 4

Includes Cover Sheet

From: Sarah Lappin

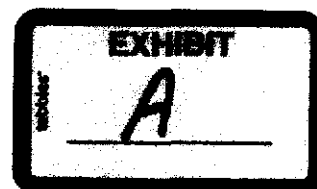
Re: 9980 Linda Lane, Des Plaines IL

Remarks:

Nancy-

Attached is the settlement agreement that covers anything owed by Heritage Pointe and the Peterson for 9980 Linda Lane. Specifically, it states that the parties owe nothing on any property in the Heritage Development as of the date of the Agreement. It took the parties several months to both litigate and draft the agreement and this should not be an issue arising again. I caution you against taking any further action, if Nicor does so it will be in direct violation of the Agreement. If you have any questions please contact me immediately, or direct me to the correct person to speak with.

Sarah Lappin



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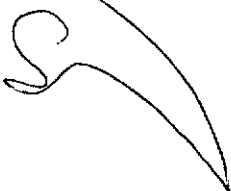
Re: 9980 Linda Lane, Des Plaines IL

**Remarks:**

Nancy-

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Sarah Lappin



**CONFIDENTIALITY NOTE**

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(Please contact us if the entire facsimile is not received.)

### RELEASE AND SETTLEMENT AGREEMENT

KNOW MEN BY THESE PRESENTS that in consideration of the payment of the sum of Twenty Five Thousand (\$25,000.00) to NICOR Gas, Inc. and received by their attorneys, Blitt and Gaines, P.C., on behalf of itself, its heirs, personal representatives, successors and assigns, does hereby remise, release and forever discharge Heritage Village Points LLC Richard Fanslow, Mark Peterson Kathleen Peterson and Castlrock Realty, Inc. and the heirs of the individuals, personal representatives, related entities, entities acting on behalf of any individual from any matter which occurred prior to the date of this Release involving the contract for gas and gas related services provided by Nicor Gas Inc. to the complex currently referred to as Crestwood Condominiums, located in Des Plaines, Illinois. This includes but is not limited to invoices that are the subject of the lawsuit filed in Cook County, Illinois as case number 2004 M1 104265.

The \$25,000.00 is to be made in two equal installments of \$12,500.00 with the first payment to be due on or before April 27, 2006 and the second payment to be due on or before May 30, 2006.

Nothing herein shall be construed as an admission or concession of any liability whatsoever by either party. Both parties have concluded that it is desirable that any and all claims arising out of or related to the case noted above be settled upon the terms and conditions set forth in this Release, in order to avoid further expense and burdensome, protracted litigation.

The foregoing constitutes the entire agreement between the parties with regard to the subject matter hereof and may not be modified or amended except in writing signed by all parties hereto.

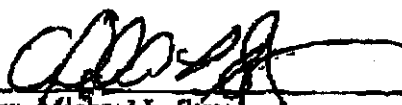
This Release shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has read the foregoing release and agrees to be legally bound by the same.

DATE: 4/28/06

Mark Peterson

By: \_\_\_\_\_

  
By: Michael L. Staszec  
Position: Attorney for Plaintiff

Heritage Village Points LLC

By: 

Position: its attorney

# RELEASE AND SETTLEMENT AGREEMENT

KNOW MEN BY THESE PRESENTS that in consideration of the payment of the sum of Twenty Five Thousand (\$25,000.00) to NICOR Gas, Inc. and received by their attorneys, Blitt and Gaines, P.C., on behalf of itself, its heirs, personal representatives, successors and assigns, does hereby remise, release and forever discharge Heritage Village Pointe LLC, Richard Fanslow, Mark Peterson, Castlerock Realty Inc the heirs of the individuals, personal representatives, related entitled, entities acting on behalf of any individual from any matter which occurred prior to the date of this Release involving the contract for gas and gas related services provided by Nicor Gas Inc. that is subject of the lawsuit filed under case number 2004 M1 104265. The \$25,000.00 is to be made in two equal payments of <sup>\$12,500.00</sup> ~~\$12,500.00~~, with the first payment to be due on or before April 15, 2006 and the second payment to be due on or before May 30, 2006.

Nothing herein shall be construed as an admission or concession of any liability whatsoever by either party. Both parties have concluded that it is desirable that any and all claims arising out of or related to the case noted above be settled upon the terms and conditions set forth in this Release, in order to avoid further expense and burdensome, protracted litigation.

The foregoing constitutes the entire agreement between the parties with regard to the subject matter hereof and may not be modified or amended except in writing signed by all parties hereto.

This Release shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has read the foregoing release and

agrees to be legally bound by the same.

DATE: 3/1/06

Mark Peterson

By: [Signature]

By: Michael L. Starzec  
Position: Attorney for Plaintiff

Heritage Village Pointe LLC

By: \_\_\_\_\_  
Position: \_\_\_\_\_